

CCO Form: DE01-MOU
Approved: 01/00 (BDG)
Revised: 09/10 (MRA)
Modified:

Consultant Services MOU No. _____
Route: _____
County: _____
Job No.: _____

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONSULTANT SERVICES MEMORANDUM OF UNDERSTANDING # _____**

[INSERT ONE OF THE FOLLOWING HERE:
"HOURLY RATE" OR "LUMP SUM"]

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the _____ (hereinafter, "Consultant") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the parties entered into an hourly rate professional services contract executed on _____ (hereinafter, "Original Agreement") to perform professional services in the general classification of _____; and

WHEREAS, the Original Agreement provided that work to be done under the agreement would be accomplished through subsequent memoranda of understanding; and

WHEREAS, the purpose of this MOU is to designate certain specific items of work for the Consultant to perform pursuant to the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) PURPOSE: The purpose of this MOU is to designate certain specific items of work for the Consultant to perform pursuant to the terms of the Original Agreement and within the general classification of services described in the Original Agreement.

(2) SCOPE OF SERVICES: The Services to be provided by the Consultant under this MOU are specific services identified pursuant to the general classification of services described in the Original Agreement. These specific professional services are described and defined in "Exhibit A," which is attached hereto and incorporated herein by reference.

(3) SUBCONSULTANTS: The Consultant agrees that except for those firms and those services listed below, there shall be no transfer of professional services performed under this MOU without the written consent of the Commission. The Consultant agrees and shall require the subconsultant(s) to abide by all terms set forth in the Original Agreement under Section (7), titled "SUBCONSULTANTS," of the

Original Agreement. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this MOU.

EXCEPTIONS

Firm Name	Complete Address	Nature of Services	Cost
-----------	------------------	--------------------	------

[List firms or write "N/A"]

(4) PERIOD OF SERVICE: The total time period from the Notice to Proceed through the submittal of the deliverables shall be (calendar days or completion date).

(5) PAYMENT: For the services outlined in this MOU, the Commission will pay the Consultant the actual cost of the work, not to exceed a maximum cost of _____ dollars (\$____), to complete the described services. This total payment shall not be exceeded unless a modification to the scope of services is approved by the Commission through execution of a supplemental MOU. "Exhibit B," which is attached hereto and incorporated herein, details man-hours estimated for these specific professional services and application of the appropriate billing rate for these man-hours, as included in the Original Agreement, plus any direct charges, which include costs for subcontracted services, and is incorporated as part of this MOU. Payments will be promptly made by the Commission in accordance with the terms of the Original Agreement after the Commission, in its sole discretion, has determined that the claimed actual costs have been incurred.

(5) PAYMENT: For the services outlined in this MOU, the Commission will pay the Consultant an all-inclusive, fixed lump sum in the amount of _____ dollars (\$____), no more and no less, to complete the described services. This total payment shall not be exceeded unless a modification to the scope of services is approved by the Commission through execution of a supplemental MOU. Payments will be promptly made by the Commission in accordance with the terms of the Original Agreement after the Commission, in its sole discretion, has determined that the respective benchmark/milestone has been achieved as follows:

- #1 – [deliverable completion] OR [____% completion]: ____% payment (\$____)
- #2 – [deliverable completion] OR [____% completion]: ____% payment (\$____)
- #3 – [deliverable completion] OR [____% completion]: ____% payment (\$____)
- #4 – [deliverable completion] OR [____% completion]: ____% payment (\$____)
- #5 – [deliverable completion] OR [____% completion]: ____% payment (\$____)

***(NOTE:** Only one of the preceding "Payment" sections may be used for this MOU. Use the **RED** payment section to structure payments as **cost reimbursement ("hourly rate")** – under such arrangements, the negotiated Schedule of Hourly Labor Billing Rates as applied to the actual hours

*expended and direct charges are reimbursed to the consultant. Use the **BLUE** payment section to structure payments as **fixed fee (“lump sum”)** – under such arrangements, the consultant agrees to complete the scope of services for a specific amount, with invoices to be paid based upon deliverables or percentage of completion. Please note that a “lump sum” arrangement is only suitable if the scope and schedule of the project are sufficiently defined to allow proper estimation of the project costs. Once this MOU is prepared, be sure to delete these italicized instructions.)*

(6) ORIGINAL AGREEMENT: The Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this MOU. In the event there is any conflict between this MOU and the Original Agreement, the Original Agreement will govern.

(7) ATTACHMENT: The following Exhibits are attached to and made a part of this MOU:

(A) Exhibit A: Scope of Services.

(B) Exhibit B: Estimated Costs.

(7) ATTACHMENT: The following Exhibit is attached to and made a part of this MOU: Exhibit A – Scope of Services.

****(NOTE: Only one of the preceding “Attachment” sections may be used for this MOU. Use the **RED** attachment section to structure payments as **cost reimbursement (“hourly rate”)**. Use the **BLUE** attachment section to structure payments as **fixed fee (“lump sum”)**. Once this MOU is prepared, be sure to delete these italicized instructions.)***

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto entered into this MOU on the date last written below:

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

[INSERT CONSULTANT NAME HERE]

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____